

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RP Axiometrics LLC		04/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5286896	AXIO	
Registration Number:	5418752	AXIO PROPERTY IMPACT REPORT	
Registration Number:	4692371	AXIOMETRICS	
Registration Number:	5056091	AXIOMOBILE	
Registration Number:	4972834	AXIOPORTAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049646-0535		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/17/2021		

OP \$140.00 5286896

Total Attachments: 12

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This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 22, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Mirasol Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, prior to the consummation of the Merger, the "Initial Borrower"), RealPage, Inc., a Delaware corporation (the "Company" and, upon the consummation of the Merger, the "Borrower"), RealPage Holdings, LLC, a Delaware limited liability company ("Holdings"), each lender from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and (ii) Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill of the business connected with the use of, and symbolized thereby;

b. all extensions and renewals of the foregoing;

c. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing,

with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or injunctive relief; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007295 FRAME: 0593

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ASSET EYE INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

BUILD IUM, LLC

By: REALPAGE, INC., its Managing
Member

By: Brian D Shelton
Name: Brian Shelton
Title: Chief Financial Officer

KIGO, INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

LEASESTAR LLC

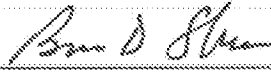
By: Brian D Shelton
Name:
Title:

MODERN MESSAGE INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

LEASESTAR LLC
MYBUILDING LLC
REALPAGE VENDOR COMPLIANCE LLC
RP AXIOMETRICS LLC
RP LEASELABS LLC
RP NEWCO VIII LLC
RP NEWCO XV LLC
RP NEWCO XXVII LLC
RP ON-SITE LLC
RP RAINMAKER MULTIFAMILY LLC
ACTIVE BUILDING LLC

BY: REALPAGE, INC., its Sole Member

By: 

Name: Brian Shelton

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007295 FRAME: 0595

REALPAGE UTILITY MANAGEMENT INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

REALPAGE, INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Chief Financial Officer

STRATIS IOT, INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

CHIRP SYSTEMS, INC.

By: Brian D Shelton
Name: Brian Shelton
Title: Vice President and Interim Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By:  _____






Name: Robert Ehudin


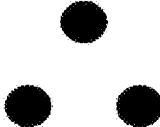
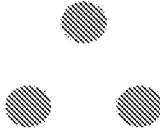


Title: Authorized Signatory

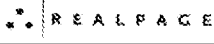
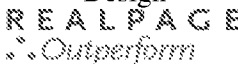


Schedule B

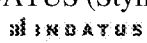
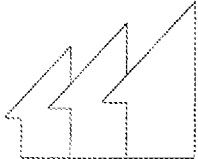





Registered Trademarks:

Owner	Mark	Registration No.	Registration Date
Active Building, LLC	ACTIVEBUILDING	4583340	8/12/2014
AssetEye, Inc.	ASSETEYE	2719634	27-MAY-2003
Buildium LLC	ALL PROPERTY MANAGEMENT	5676910	12-FEB-2019
Buildium LLC	BUILDIIUM	5365080	26-DEC-2017
Buildium LLC	PROPERTY MANAGED.	5658195	15-JAN-2019
Kigo, Inc.	KIGO	4670772	13-JAN-2015
Kigo, Inc.	KIGO & Design 	5467193	15-MAY-2018
LeaseStar LLC	AMERICA'S BEST APARTMENTS	3895765	21-DEC-2010
LeaseStar LLC	Design Only 	4575756	29-JUL-2014
LeaseStar LLC	MYNEWPLACE	3546733	16-DEC-2008
Level One LLC	LEVEL ONE	3078328	11-APR-2006
Level One LLC	LEVEL ONE	4060484	22-NOV-2011
Modern Message Inc.	COMMUNITYREWARDS STAY. PLAY. CR & Design 	5503836	26-JUN-2018
MyBuilding LLC	MYBUILDING	4424588	29-OCT-2013
RealPage Utility Management Inc.	BLUTREND	4858621	24-NOV-2015
RealPage Utility Management Inc.	BLUTRENDPAY	5692666	05-MAR-2019
RealPage Utility Management Inc.	CSA SECURE	3318052	23-OCT-2007
RealPage Utility Management Inc.	EIS+	2797800	23-DEC-2003
RealPage Utility Management Inc.	NWP SERVICES CORPORATION	3136421	29-AUG-2006

Owner	Mark	Registration No.	Registration Date
RealPage Utility Management Inc.	RESIDENT ONEBILL	3429023	13-MAY-2008
RealPage Utility Management Inc.	SIMPLE BILLS	5938042	17-DEC-2019
RealPage Utility Management Inc.	SIMPLEBILLS	6022758	31-MAR-2020
RealPage Utility Management Inc.	UTILITY SMART & Design UTILITY  Smart	4612176	30-SEP-2014
RealPage Utility Management Inc.	VIASTAR	2714649	06-MAY-2003
Realpage Vendor Compliance LLC	NOTIVUS	4004387	02-AUG-2011
RealPage Vendor Compliance, LLC	ESS & Design 	4160160	19-JUN-2012
RealPage Vendor Compliance, LLC	ESS ESUPPLY SYSTEMS & Design  eSupply Systems	4160161	19-JUN-2012
RealPage Vendor Compliance, LLC	ESS ESUPPLY SYSTEMS PURCHASING INTELLIGENCE & Design  eSupply Systems	4160162	19-JUN-2012
RealPage, Inc.	A. L. WIZARD & Design  A.L.WIZARD	2672652	07-JAN-2003
RealPage, Inc.	COMPLIANCE DEPOT	4124810	10-APR-2012
RealPage, Inc.	COVERMYSTUFF	5562724	11-SEP-2018
RealPage, Inc.	COVERMYSTUFF & Design	5562725	11-SEP-2018

Owner	Mark	Registration No.	Registration Date
	CoverMyStuff		
RealPage, Inc.	Design Only 	5704343	19-MAR-2019
RealPage, Inc.	Design Only 	6027462	07-APR-2020
RealPage, Inc.	Design Only 	6027463	07-APR-2020
RealPage, Inc.	DIGITAL HEALTHCHECK	5858608	10-SEP-2019
RealPage, Inc.	EASYLMS	5506847	03-JUL-2018
RealPage, Inc.	ERENTERPLAN	4079407	03-JAN-2012
RealPage, Inc.	GODIRECT MARKETING	5886545	15-OCT-2019
RealPage, Inc.	LEAD2LEASE	4419017	15-OCT-2013
RealPage, Inc.	LEASESTAR	4172937	10-JUL-2012
RealPage, Inc.	LEASINGDESK	3495677	02-SEP-2008
RealPage, Inc.	MPF RESEARCH	2385518	12-SEP-2000
RealPage, Inc.	ONESITE	2498962	16-OCT-2001
RealPage, Inc.	ONESITE	4099176	14-FEB-2012
RealPage, Inc.	PROPERTYPHOTOS & Design 	5746538	07-MAY-2019
RealPage, Inc.	PROPERTYWARE	3048757	24-JAN-2006
RealPage, Inc.	PROPERTYWARE	4757098	16-JUN-2015
RealPage, Inc.	PROPERTYWARE A REALPAGE COMPANY & Design 	4364643	09-JUL-2013
RealPage, Inc.	REALPAGE	2700712	25-MAR-2003

Owner	Mark	Registration No.	Registration Date
RealPage, Inc.	REALPAGE	4627188	28-OCT-2014
RealPage, Inc.	REALPAGE & Design 	4627189	28-OCT-2014
RealPage, Inc.	REALPAGE EXCHANGE	4246472	20-NOV-2012
RealPage, Inc.	REALPAGE OUTPERFORM & Design 	4630807	04-NOV-2014
RealPage, Inc.	REALPAGE OUTPERFORM & Design 	4630808	04-NOV-2014
RealPage, Inc.	REALPAGE VENDOR MARKETPLACE	5922489	26-NOV-2019
RealPage, Inc.	RENT ROLL	2603326	06-AUG-2002
RealPage, Inc.	RESIDENTDIRECT	5386748	23-JAN-2018
RealPage, Inc.	SMART ALERT	4188240	07-AUG-2012
RealPage, Inc.	THE EGG	4856410	17-NOV-2015
RealPage, Inc.	WAYBLAZER	5366514	26-DEC-2017
RealPage, Inc.	YIELDSTAR	3109063	27-JUN-2006
Rentlytics, Inc.	RENTLYTICS	4567961	15-JUL-2014
RP Axiometrics LLC	AXIO	5286896	12-SEP-2017
RP Axiometrics LLC	AXIO PROPERTY IMPACT REPORT	5418752	06-MAR-2018
RP Axiometrics LLC	AXIOMETRICS	4692371	24-FEB-2015
RP Axiometrics LLC	AXIOMOBILE	5056091	04-OCT-2016
RP Axiometrics LLC	AXIOPORTAL	4972834	07-JUN-2016
RP LeaseLabs LLC	LEASELABS	4681940	03-FEB-2015
RP LeaseLabs LLC	SEO PRO	4802224	01-SEP-2015
RP LeaseLabs LLC	THE DZAP GROUP	4688278	17-FEB-2015
RP LeaseLabs LLC	WEB2PRINT SOCIAL	4869177	15-DEC-2015
RP Newco VIII LLC	RENTSOCIAL	4683452	10-FEB-2015
RP Newco XV LLC	DATA INSPIRED	3962910	17-MAY-2011
RP Newco XV LLC	I & Design 	3962945	17-MAY-2011

Owner	Mark	Registration No.	Registration Date
RP Newco XV LLC	INDATUS	3962909	17-MAY-2011
RP Newco XV LLC	INDATUS (Stylized) 	3962944	17-MAY-2011
RP Newco XXVII LLC	HIPERCEPT	4323859	23-APR-2013
RP Newco XXVII LLC	TRUSTED BY CLIENTS. DRIVEN BY RESULTS.	4372147	23-JUL-2013
RP Newco XXVII LLC	VIZABLES	5202730	16-MAY-2017
RP On-Site LLC	APTPAGES.COM & Design  aptpages.com	2550064	19-MAR-2002
RP On-Site LLC	Design Only 	2545002	05-MAR-2002
RP On-Site LLC	MAKE THE MOST OF YOUR SPACE	5071655	01-NOV-2016
RP On-Site LLC	ON-SITE	5416463	06-MAR-2018
RP On-Site LLC	ON-SITE	5416466	06-MAR-2018
RP On-Site LLC	ON-SITE	5495730	19-JUN-2018
RP On-Site LLC	ON-SITE & Design 	5416467	06-MAR-2018
RP On-Site LLC	ON-SITE & Design 	5416468	06-MAR-2018
RP On-Site LLC	ON-SITE & Design 	5495731	19-JUN-2018
RP Rainmaker Multifamily LLC	LRO	4348932	11-JUN-2013
RP Rainmaker Multifamily LLC	MDX MULTIFAMILY DATA EXCHANGE & Design  MULTIFAMILY DATA EXCHANGE	5086971	22-NOV-2016

Owner	Mark	Registration No.	Registration Date
RP Rainmaker Multifamily LLC	RENT JUNGLE	3731097	29-DEC-2009
Stratis IOT, Inc.	SIDEWALK TO SOFA	6170796	06-OCT-2020
Stratis IOT, Inc.	STRATIS	6001943	03-MAR-2020

Trademark Applications:

Owner	Mark	Application No.	Filing Date
RealPage, Inc.	COMMUNITY CONNECT & Design 	90290488	30-OCT-2020
RealPage, Inc.	COMMUNITYCONNECT	90290485	30-OCT-2020